the control of the control of the control of the seguing and

BOOK 958 PAGE 5819

nent Loan Agreement referred to heretofore and in accordance with the approved plans and specifications; and in the event of failure to so complete said construction free and clear of all mechanics or other liens, or in the event that said construction shall cease for a period of two weeks (Acts of God, fire, windstorm only excepted) the note hereby secured shall immediately become due and payable at the option of the parties of the second part.

AND, it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, said trustees shall be entitled to such commission as shall be agreed to by the said Association, which in no event shall exceed one-half $(\frac{1}{2})$ of the commission above provided, and such reason-

able counsel fees as may have been incurred in connection therewith.

AND, the said parties of the first part covenant that they will warrant generally the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary.

AND, the said parties of the first part waive the benefit of their homestead exemption as to the

debts, obligations and covenants imposed by this deed.

AND, it is further agreed that in the event of any default on the herein described note, or in the performance of any of the terms, conditions, agreements and covenants herein contained, the trustees, at the request of the Association, shall have the right, in addition to other remedies provided for herein, to take immediate possession of said premises, and until a sale is made hereunder, to manage, control and lease the same to such person or persons and at such rental as they may deem proper, and to collect all the rents, issues, and profits therefrom; to make such expenditures for maintenance and repairs as they may deem advisable, and after deducting the cost thereof and a commission of five per cent (5%) upon the gross amounts of rents collected, to apply the residue to the fulfillment of the obligations of the parties of the first part on the herein described promissory note. Upon the taking of possession by the Trustees of the property in accordance with the foregoing, all leases affecting said property, written or verbal, shall, by virtue hereof, immediately be and become transferred and assigned to the said Trustees for the purposes above described, whether such leases shall be in the name of the parties of the first part or any agent or agents of the said parties; or the said Trustees may at their option cancel the said leases.

It is covenanted and agreed that all awnings, door and window screens, mantels, cabinets, linoleum, stoves, shades, mechanical refrigerators, oil and/or fuel-burning system and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment and each and every of the interior improvements and fixtures movable or immovable of every kind and description in and upon said land and premises or used in connection therewith and all additions and replacements thereto are and shall be deemed to be fixtures and all shall be an accession to the freehold and a part of the realty and the same are covered by this deed of trust and included in the terms "land" and "premises" wherever used herein.

In the event the ownership of said property, or any part thereof, becomes vested in a person other than the borrower, the said Association may, without notice to the borrower, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the borrower, and may extend time for payment of the debt secured hereby without disturbing or in any way affecting the liability of said borrower hereunder or upon the debt hereby secured.

The Association shall have power to be exercised at any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them, by an instrument in writing executed and acknowledged by the duly authorized officers of the Association. Such instrument shall name the trustee or trustees for whom a substitute is being named, shall state the reason why a substituted trustee is deemed necessary and shall name the newly substituted trustee or trustees. When such instrument is recorded among the Land Records of the District or County in which the real estate secured hereunder is situated, all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this deed of trust; and the exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said right.

The maker by execution of this instrument certifies that prior to such execution he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

AND, it is hereby understood and agreed that where there is only one grantor herein, the term "parties of the first part", and all other designations in the plural shall be construed in the singular as if the singular had been used, and where the term "Association" is used herein, it shall be construed to mean "said Association, its successors or assigns", and that when the words "land and premises" are used herein, they shall be construed to include all fixtures and articles of personal property now or hereafter attached to the property herein mentioned which shall be construed as being attached to the property, and the word "trustees", wherever used in these presents shall be construed to mean "said trustees and the survivor of them, or substitute trustees".

Witness the following signatures and seals	s.	
Witness: David P. O'Brien, as to both	William J. Slate	[SEAL]
	Helga J. State	[SEAL]
	Helga I. Slate	[SEAL]